

REMARKS

This is in response to the Final Office Action mailed on April 7, 2006, in which claims 1-22 were pending and rejected. By this Amendment, claims 1-2, 5, 8-9, 13, and 15-16 are amended. All other claims are unchanged in the Application.

Claims 1-22 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Pat. No. 6,901,430 of Smith. Of these claims, claims 1, 9, and 15 are independent claims. These claims were previously rejected based on the Smith reference and the Applicants responded that because Smith does not disclose "an instant messaging component," it does not teach or suggest all the limitations of any of the independent claims 1, 9, and 15. The Office Action traversed this argument, and construed the phrase "instant message" as being any message that can be sent and received by a user, regardless of the implementation.

The Applicants respectfully disagree with this construction. The term "instant message," as referred to in the specification, used by those of ordinary skill in the art, and by the general public has a specific and ordinary meaning. The term "instant messaging" or "instant message" refers to a specific type of communication between one computer and a second remote computer. Several types of instant message protocol are mentioned in the specification as illustrative examples that define the phrase "instant message" as being consistent with its ordinary and well-known meaning. Thus, the Applicants strongly disagree with the assertion that the Applicants' construction of the term "instant message" or "instant messaging" as used in independent claims 1, 9, and 15 requires that limitations be read into the claims from the specification. Rather, Applicants assert that interpreting the term "instant message" any broader than the usage

provided in the specification, which is the ordinary meaning of the phrase, is too broad to be reasonable.

Nevertheless, the Applicants have amended independent claims 1, 9, and 15 to more particularly point out and distinctly claim the subject matter which the Applicants regard as the invention. As amended, claim 1 is directed to a communication system for communicating business information from a first business to a second business. The system includes "a communication component free from a web service implementation" and "configured to receive as an instant message" a business information access request from the second business. By contrast, Smith appears to be nothing more than a web service system that allows a user to log into a web page, specify search criteria, and submit a search request to a system that identifies products fulfilling the search criteria. As is stated in column 3, lines 35-37 of Smith, "the system includes a local client process operable to receive product configuration data and generate a search request message incorporating the product configuration data in response to user input, and inventory database storing product availability data in the enterprise production pipeline and in inventory." This seems to clearly indicate a web service implementation that receives search criteria from the user and launches a search request against the database to attempt to identify products fulfilling the search request.

Further evidence that the Smith reference teaches a web service implementation is found starting at line 64 of column 7. As is stated, "the consumer front end includes one or more portals or web sites accessible over the World Wide Web (WWW) or the Internet over which consumers can access the system. The system can be accessed using browser software applications running on client computers, machines or devices to download and access files

called web pages stored on servers connected to the Internet." (reference numbers excluded). Smith provides no teaching or suggestion of any implementation or any communication component that is free from a web service implementation of the type recited in claims 1, 9, and 15. For at least these reasons, Applicants submit that claims 1, 9, and 15 are all allowable over the cited art. In addition, claims 2-8, 10-14, and 16-22 all of which are dependent on one of the independent claims are also allowable based on their dependency. Withdrawal of the rejection and favorable action is respectfully requested.

The Director is authorized to charge any fee deficiency required by this paper or credit any overpayment to Deposit Account No. 23-1123.

Respectfully submitted,

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